

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MARYLAND  
NORTHERN DISTRICT**

**MEADE COMMUNITIES, LLC** \*  
**7601 29<sup>th</sup> Division Road**  
**Ft. Meade, MD 20755** \*

**Plaintiff** \*

**v.** \*

**AARON J. LEBO** \* **Case No.:**  
**2953 2<sup>nd</sup> Army Drive #B**  
**Ft. Meade, MD 20755** \*

**Defendant** \*

\*

\* \* \* \* \* \* \* \* \* \* \* \* \*

**COMPLAINT**

Comes now the Plaintiff, Meade Communities, LLC ("Meade"), by and through undersigned counsel, and files this Complaint against Defendant, Aaron J. Lebo ("Lebo"), and pleads the following:

**STATEMENT OF FACTS**

**1.** Plaintiff Meade is a Delaware limited liability corporation with its principal place of business at Fort Meade, Maryland. Plaintiff Meade owns and operates family housing located on Fort Meade, Maryland under the Department of Defense Military Housing Privatization Initiative (10 U.S.C. § 2871, *et seq.*).

**2.** Lebo is a civilian who currently occupies family housing owned and operated by Meade. Specifically, Lebo occupies the property known as 2953 2nd Army Drive #B, Fort Meade, Maryland 20755 (the "Premises"). Lebo executed a residential lease for the property of

August 25, 2017. Lebo has failed to pay rent in a timely manner pursuant to his lease agreement over an extended period of time.

**3.** Subject matter jurisdiction in this action is proper under 28 U.S.C. § 1331. The lease agreement at issue in this case involves a housing unit located on Ft. Meade, Maryland, a military installation under exclusive federal legislative jurisdiction.

**4.** Venue in this action is proper in the District of Maryland, Northern District, under 28 U.S.C. § 1391 (b) because, among other reasons, (1) Lebo resides at Ft. Meade in Anne Arundel County, Maryland; (2) the lease agreement between Meade and Lebo involves real property located on, and was entered into between the parties at, Ft. Meade, Maryland, a military installation under federal jurisdiction; and, (3) Lebo may be found in the District of Maryland, Northern District.

**COUNT I**  
**BREACH OF CONTRACT**

**5.** Lebo occupies the premises located at 2953 2nd Army Drive #B, Fort Meade, Maryland 20755, pursuant to the Subject Lease that is hereby incorporated into this Complaint that was executed on August 25, 2017. *See, Exhibit A*, Resident Occupancy Agreement.

**6.** Pursuant to the terms of the Subject Lease, Lebo agreed to pay rent in order to occupy the premises located at 2953 2nd Army Drive #B, Fort Meade, Maryland 20755. *Id.* at 1.

**7.** Pursuant to the terms of the Subject Lease, Meade may proceed with eviction when a resident fails to pay rent. *Id.* at 5.

**8.** As of July 1, 2018, Lebo has failed to pay rent to Meade on multiple occasions and owes unpaid rent and late fees to Meade. *See, Exhibit B*, Lebo's Tenant Ledger, which is hereby incorporated into this Complaint.

**9.** By failing to pay rent and late fees to Meade, Lebo materially breached the agreement between Meade and Lebo under the Resident Occupancy Agreement.

**10.** As a result of Lebo's materially breach of the Resident Occupancy Agreement, Lebo owes in excess of \$19,668.19 in rent and late fees.

**11.** Lebo was sent Notices of Unpaid Rent and Balance Due Statements.

**12.** Notwithstanding the foregoing, Lebo continues to reside in the Subject Premises and still has failed to pay his rent, which is currently due to Meade.

**13.** Lebo has breached the Subject Lease with Meade and is no longer entitled to occupy the Premises. Meade provided Lebo with written notice on March 30, 2018 that if the balance was not satisfied by April 30, 2018 Plaintiff Meade will file for breach of contract to recover Lebo's outstanding balance and for his eviction pursuant to the Subject Lease. **Exhibit C**, Meade's 30-Day Notice Letter to Lebo of March 30, 2018, which is hereby incorporated into this Complaint.

**14.** Meade files this Complaint more than thirty (30) days subsequent to the final notice to Lebo. Notwithstanding this notice, Lebo continues to occupy the Premises.

**15.** Meade is entitled to an Order of this Court evicting Defendant Lebo and Residents, as listed under the Subject Lease, from the Subject Premises and instructing the United States Marshals Service to enforce such Order.

**PRAYER FOR RELIEF**

WHEREFORE, Meade, requests that this Court:

A. Issue an Order of Eviction directing Lebo and Residents, as listed and identified under the Subject Lease (redacted for privacy, minor, and contact information), to immediately vacate the Premises and directing the United States Marshals Service to enforce the same;

- B. A judgment for the amount determined to be due;
- C. Attorney's fees and costs as provided for under the Subject Lease;
- D. And for such further relief as the Court may deem appropriate.

Date: August 13, 2018

Respectfully submitted,

/s/ Adam G. Smith  
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